

## I. General, Scope:

1. These General Terms and Conditions ("**Terms**") exclusively apply to (i) natural persons and legal entities or legal partnerships acting in their commercial or independent, professional capacity when agreeing the legal act (entrepreneurs in the sense of Section 14 (1) of the Civil Code - BGB) and (ii) public law legal entities or special funds under public law in the sense of Section 310 (1) BGB.
2. All deliveries and services of Vitronic are exclusively subject to these conditions and to the relevant individual agreement.
3. Vitronic does not acknowledge any other purchase conditions of the Customer. They shall also not become a component of the contract through acknowledgement or through the acceptance or performance of the order without reservations.

## II. Contract conclusion

1. Vitronic's offers remain subject to change. If an offer happens not to be subject to change, the Customer shall accept the order within 2 (two) weeks of the offer date.
2. To the extent that nothing has been agreed to the contrary, a contract is concluded as soon as Vitronic sends a written order confirmation. If the order is to be qualified as an offer according to Section 145 of the Civil Code (BGB), Vitronic may accept this within 2 (two) weeks.
3. Vitronic reserves the property and copyrights in figures, drawings, templates, cost estimates, drawings and similar physical or non-physical information; access may only be granted to third parties if Vitronic expressly confirms this in writing.
4. The parties agree that the information and documents marked as confidential may only be made available to third parties if the disclosing party approves this.

## III. Price and payment

1. The prices are ex works Wiesbaden including loading at the facilities, however exclusive of packaging and unloading; the Customer shall be responsible for packaging and transport costs to the point of destination.
2. The applicable statutory VAT amount on the invoice date shall be added to the prices.
3. The payment shall be made to Vitronic's account without fees, i.e.:
  - ◆ 1/3 as a downpayment after the Customer receives the order confirmation,
  - ◆ 1/3 when the notification is received that the main parts are ready to be dispatched,
  - ◆ the remaining amount within one month of the transfer of risk.
4. The Customer may set off with counterclaims or assert a right of retention if the Customer's counterclaims are undisputed, have been legally confirmed or if Vitronic accepts them.
5. Unless agreed otherwise, apart from the agreed payment of all ancillary costs, the Customer shall, if Vitronic has accepted the installation or mounting, be responsible for the costs of transporting the tools and personal luggage as well as allowances or expenses.
6. If, as part of an order granted by tender, the contract is unwound, Vitronic shall be compensated for the costs incurred for which evidence can be provided, including appropriate overheads up to the point of the order cancellation.

## IV. Delivery, delivery time, delayed delivery

1. The delivery time shall be based on the agreements between the Parties. The delivery times are always non-binding to the extent that they are not expressly agreed as binding. Vitronic may extend non-binding delivery times by an appropriate period. If Vitronic is to meet the delivery deadline, it is assumed that all commercial and technical questions between the Parties have been clarified and that the Customer has met all obligations which are his responsibility, such as the provision of the required official permits or certificates and the payment of a prepayment. If this is not the case, the delivery period must be appropriately extended. This shall not apply to the extent that Vitronic is responsible for the delay. This shall not affect the right to object against a non-performed contract.
2. Meeting the delivery deadline is subject to the correct and timely supplier delivery.
3. The delivery deadline has been met if Vitronic has reported the delivery item's readiness to be dispatched before its expiry. To the extent that acceptance is agreed - except in the case of a justified acceptance rejection - the acceptance date shall be material, or alternatively the notification of readiness to be delivered.
4. If the dispatch or acceptance of the delivery item are delayed for reasons which are the Customer's responsibility, if Customer delays acceptance or if he breaches other duties of participation, he shall be charged for any potential additional costs caused by the delay. Vitronic shall reserve any further rights.
5. If the deadline is not met due to Acts of God, war, riots or other objectively unavoidable events or events that are not Vitronic's responsibility, the delivery deadline shall be extended accordingly. Vitronic shall inform the Customer of the beginning and ending of such conditions as soon as possible.

6. The Customer may withdraw from the contract without a notice period if Vitronic makes it irrevocably impossible to perform the service fully before risk is transferred. The Customer may withdraw from the contract if, for an order, the performance of a part of the delivery becomes impossible or if he has a justified interest in rejecting the partial delivery. If this is not the case, the Customer shall pay the contractual price relating to the partial delivery. In all other respects, VIII.2 shall apply.
7. If this impossibility to perform occurs during delayed acceptance or if the Customer is responsible for these conditions by himself or primarily, he shall be obligated to pay the complete consideration.
8. Partial deliveries are permitted to the extent that this is reasonable for the Customer.
9. If the Customer requests this, Vitronic shall take out transport insurance; the Customer shall then be responsible for the costs incurred in this respect.

## V. Transfer of risk, acceptance

1. Risk shall be transferred to the Customer when the delivery item is loaded. This shall also apply to partial deliveries and if Vitronic has also accepted other services as requested by the Customer, e.g. delivery and installation.
2. To the extent that acceptance has been agreed, this shall be material for the transfer of risk. It shall occur immediately after the acceptance date or alternatively after Vitronic's message regarding willingness to pronounce acceptance. The Customer may not refuse acceptance in the case of an immaterial defect.
3. If Vitronic requests this, any completed parts of the service shall be accepted separately.
4. If the dispatch or acceptance are delayed or not performed due to reasons, which are not Vitronic's responsibility, risk shall be transferred to the Customer from the date the notice of readiness for dispatch and willingness to pronounce acceptance is sent.
5. Vitronic agrees to take out insurances at the Customer's expense if the latter requests this. In the case of delayed acceptance, the risk of incidental loss or deterioration of the delivery item shall be transferred to the Customer at the time that acceptance default applies.

## VI. Retention of title

1. Vitronic retains title to the delivery object until all claims from the business relationship have been satisfied. The Customer is obligated to treat the delivery object with care; in particular, he is obliged to sufficiently insure it at its reinstatement value against fire, water and other damages at his own expense. To the extent that maintenance and inspection work is required, the Customer shall perform these in time at his own expense.
2. If, according to the specifications, the delivery object has been delivered to a location in the Federal Republic of Germany or if the Customer has transported it to such a location, the following shall apply: The Customer is entitled to sell on the delivery object delivered under retention of title in his own name. When the delivery contract is agreed, the Customer already transfers all claims from the purchase price payment to Vitronic, to which he is entitled due to selling on the delivery object, until all payments from the delivery contract have been made. Vitronic hereby accepts this assignment. This assignment shall apply regardless of whether the delivery object has been sold on without or after processing. To the extent that the Customer has already transferred claims from the purchase price payment, so that the transfer to Vitronic would be invalid, the Customer shall only be entitled to sell or transfer the delivery object if the retention of title in favour of Vitronic is maintained and he shall be obliged to disclose the ownership conditions to the buyer. The Customer is obligated to inform Vitronic immediately if he transfers or has transferred individual or all claims from the purchase price payment to third parties. The Customer shall continue to be authorised to collect these claims even after the transfer to the extent that a sale is in the course of ordinary business. This shall not affect Vitronic's right to disclose the transfer and to collect the claim. Vitronic shall however not collect the claim if the Customer meets his payment obligations, does not delay payment, does not file an application for insolvency and/or if bankruptcy does not apply. While the retention of title applies, the Customer shall not be entitled to utilise the delivery object or assign it as a security.
3. If, according to the specifications, the delivery object has been delivered to a location in the Federal Republic of Germany or if the Customer has transported it to such a location, the following shall also apply in addition to 1 and 2: The Customer shall be responsible for ensuring that Vitronic's retention of title is effectively protected in the country in which the delivery object is located or to which it is to be transported. To the extent that certain actions are required for this (for example, special marking of the delivery object or local register entry), the Customer shall perform them to Vitronic's benefit. If Vitronic's cooperation is required, the Customer shall inform Vitronic of this immediately. In addition, the Customer shall also inform Vitronic of all significant circumstances relevant in the context of the, if possible, extensive protection of Vitronic's property. In particular, he shall provide him with all documents and information required in order to assert his property rights. The provisions of 3 shall also apply if, given the local legal regulations for the place where the delivery object is located, a retention of property cannot be effectively agreed regarding procuring the legal position of Vitronic, which

effectively or otherwise suitably protects his interests and claims, to the extent that this is legally possible.

4. The Customer shall perform any processing or changes to the delivery object as Vitronic's manufacturer. In this case, the Customer's remainder regarding the goods shall continue to apply to the processed item. To the extent that the delivery item is processed with other items not belonging to Vitronic, Vitronic shall obtain co-ownership of the new item according to the proportion of the objective value of the delivery object compared to the other processed items at the time of the processing. This shall also apply to mixtures. 3 and 4 in turn also apply to cases where the Customer performs processing or mixing within the Federal Republic of Germany and if the new item is then transported abroad.

5. The Customer shall instantly inform Vitronic if the delivery object and the item created by using the delivery object is subject to pledges, confiscation, other court orders or interventions by third parties or official bodies so as to allow Vitronic to assert its rights resulting from the retention of title of the delivery object or the created item.

6. If the Customer acts in breach of contract, especially if he delays payment, Vitronic shall be entitled to reclaim the delivery object after sending a reminder and the Customer shall be obligated to hand over the delivery object, to the extent that the Customer has not yet effectively utilised the delivery object according to 2 or 3. If Vitronic asserts his right of retention or pledges the delivery object, this shall not be deemed a withdrawal from the contract.

7. If an application for insolvency proceedings is filed, Vitronic shall be entitled to withdraw from the contract and demand the immediate return of the delivery object.

8. If the Customer's financial situation deteriorates so that this could lead to a not only insignificant reduction in the Customer's credit ranking by a respected credit reference or rating agency, Vitronic shall be entitled to withdraw from the contract and demand the immediate return of the delivery object.

9. If the total value of the securities granted by Vitronic exceeds the claims to be secured by more than 10%, Vitronic shall release the excess securities if the Customer requests this. The Customer shall be informed of the release in writing. Vitronic shall be entitled to select the securities to be released.

## VII. Warranty

Vitronic provides warranty for material and legal defects exclusive of other claims - subject to VIII - as set out below:

Material defects

1. Features of the delivery object, which are mentioned in publications, especially in advertising, drawings, prospectuses and other documents, shall only be deemed contractual properties if Vitronic expressly mentions them as such in the relevant offer.

2. All parts, which are identified as being defective due to conditions occurring before the transfer of risk, shall be reperfomed free of charge. Vitronic shall choose the type of reperformance. If such defects are identified, Vitronic shall be informed of this immediately in writing providing details of the defect. Any replaced parts become the property of Vitronic.

3. In order to carry out all necessary reperformance, the Customer shall provide the necessary time and opportunity after consulting with Vitronic; in all other cases, Vitronic shall be release from warranty of the damages resulting from this. The Customer shall only be entitled to correct the defect himself or have it corrected by third parties and to demand compensation for this from Vitronic in urgent cases if operating safety is at risk or in order to prevent disproportionately high damages.

4. Of the costs incurred due to the reperformance, Vitronic shall - to the extent that the complaint is identified as justified - bear the costs of the replacement item, including the dispatch, transport insurance and appropriate installation and disassembly costs, further, if this can be reasonably demanded in the individual case, also the costs of any potential provision of mechanics and assistants.

5. If Vitronic does not perform even within the period set by the Customer or does not do so according to the contract, Vitronic may demand the Customer, by setting a suitable period, to declare whether he insists on the further performance of the services. Vitronic shall be obligated to provide the services until the Customer has pronounced his decision. If the defect is only insignificant, the Customer merely has the right to reduce the contractual price. This shall not the right to reduce the contractual price for other reasons.

6. Warranty is specifically not accepted in the following cases:

Improper or inappropriate use, incorrect installation or set-up by the Customer or third parties, natural wear and tear, incorrect or negligent handling, improper maintenance, unsuitable operating materials, defective building works, unsuitable foundation, chemical, electrochemical or electrical influences - to the extent that they are not Vitronic's responsibility.

7. If the Customer or a third party improperly perform repairs, Vitronic shall not be liable for the resulting damages. The same applies to changes to the delivery object performed without Vitronic's prior approval.

Legal defects

8. Vitronic warrants freedom from legal defects in the Federal Republic of Germany. If the use of the delivery object results in the violation of intellectual property rights or domestic copyrights, Vitronic shall at its discretion provide the Customer with the right to further use at its expense or modify the delivery object for the Customer in a reasonable manner such that the violation to

property rights no longer applies. If this is not possible under economically suitable conditions or within a suitable period, the Customer and Vitronic shall be entitled to withdraw from the contract. In addition, Vitronic shall indemnify the Customer from undisputed claims by the copyright holders or claims confirmed as legally valid to the extent that these are based on a legal defect.

9. Subject to VIII.2, Vitronic's obligations as set out in VII. 8 are complete in the case of a violation of property or copyright.

They only apply if

◆ the Customer immediately informs Vitronic of any violations of property or copyright which are asserted,

◆ the Customer supports Vitronic in defending asserted claims to a reasonable extent or makes it possible for Vitronic to perform the modification measures according to VII. 8,

◆ Vitronic reserves all defence measures including extrajudicial regulations,

◆ the legal defect is not due to one of the Customer's instructions, and

◆ the legal violation was not caused by the Customer changing the delivery object on its own authority or in a manner not in accordance with the contract.

## VIII. Liability

1. If the Customer is unable to use the delivery object in accordance with the contract through Vitronic's fault due to recommendations and suggestions not being provided or being provided incorrectly before and after the contract conclusion and because other ancillary contractual duties are violated - especially instructions for the use and maintenance of the delivery object -, the provisions of VII and VIII.2 shall apply accordingly to the exclusion of any other claims on the part of the Customer.

2. Vitronic shall only be liable - regardless of the legal reason - if the damages were caused by a breach of a contractual duty in a manner endangering the achievement of the contractual purpose or if they are due to gross negligence or intent on the part of Vitronic or of a legal representative or a vicarious agent of Vitronic. Contractual duties in the above sense are duties, which Vitronic must perform for the Customer according to the content and purpose of the contract, whose performance makes the proper performance of the contract possible in the first place and on the performance of which the Customer does and can regularly rely.

3. If Vitronic is liable for the violation of a contractual obligation without gross negligence or intent, liability shall be limited to the scope of damages, whose occurrence Vitronic must typically expect on concluding the contract due to the circumstances known at the time.

4. This shall not affect compensation claims in accordance with the Product Liability Act, either based on the malicious withholding of information on defects, due to a guarantee of their absence or due to loss of life, bodily injuries and health.

5. Liability is precluded in all other cases. This particularly applies to the violation of ancillary duties, a lack of economic success, lost profits, indirect damages, consequential damages of defects and damages from third-party claims.

## IX. Limitation period

The Customer's claims due to the delivery of faulty products shall expire in 12 months. In the case of intent or malicious behaviour, loss of life, bodily injuries or damage to health and for claims according to the Product Liability Act, the legal periods apply. They also apply to the defects of a construction or for delivery items, which are used for a construction contrary to their usual application and have caused defectiveness.

## X. Use of software

To the extent that the delivery scope comprises software, the Customer is granted a non-exclusive and non-transferable right to use the delivered software, including its documentation according to the purpose agreed in the contract. It is provided for use on the delivery object intended for this purpose. The software is licensed to the Customer and not sold. All rights to the software shall exclusively remain with Vitronic or its licensees. The software may not be used on more than one system. The Customer may only copy, revise, translate or change it from the object code to source code to the extent that this is legally permitted (Section 69 a ff. of the Copyright Act - UrhG). The Customer is obligated to not remove manufacturer markings - especially copyright comments - or to change them without Vitronic's prior express approval. To the extent that the third-party software is an object of the contract, the licensing conditions of the relevant software manufacturer or licensee, including the liability and warranty regulations included therein, shall apply. All other rights to the software and documentation, including its copies, shall remain with Vitronic or the software provider. Sub-licenses may not be granted.

## XI. Transfer

The Customer is not entitled to transfer a right or obligation according to this contract to third parties without Vitronic's prior written approval. Vitronic is entitled to transfer its rights and duties according to this contract to companies affiliated to Vitronic in the sense of Section 15 of the Companies Act (AktG).

## XII. Applicable law, jurisdiction

1. All legal relations between Vitronic and the Customer are exclusively governed by the provisions of the law of the Federal Republic of Germany governing legal relations between domestic parties. The UN Convention on Contracts for the International Sale of Goods shall be excluded.

2. The competent court at Vitronic's place of business shall be the jurisdiction. Vitronic is entitled to submit a claim at the Customer's main place of business, however.



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